SPONSORS: Cole, Water Department

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1. That the contract with Southern Environmental Engineering, Inc., a copy of which is attached hereto, to provide sampling and application preparation for the City's NPDES Permit in the total contract amount of $7,240.00 for the City of Florence, Cypress Creek Wastewater Treatment Plant, Florence, Alabama. The same is hereby approved, ratified, and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Southern Environmental Engineering, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Southern Environmental Engineering, Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

_____

_____

_____

_____

_____

_____

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

_____

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

_____

CITY CLERK-TREASURER

STATE OF ALABAMA)(
)(
COUNTY OF LAUDERDALE)(

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama (hereinafter "City"), and Southern Environmental Engineering, Inc. (hereinafter "Consultant").

W I T N E S S E T H :

THAT, WHEREAS, the City wishes for the Consultant to provide sampling, analysis, and reporting as required for NPDES permit renewal, as stated in Proposal Number 2025-9045 for the City of Florence, Cypress Creek Wastewater Plant, Florence, Alabama.

NOW, THEREFORE, the City and Consultant, in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The scope of work shall consist of the Consultant providing professional services for the sampling and application preparation required for the NPDES Permit, as listed in the attached Proposal dated September 23, 2025, for the City of Florence, Cypress Creek Wastewater Treatment Plant, Florence, Alabama, and all in accordance as hereunto.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF WORK, the City shall pay the Consultant the amount of $7,240.00 (seven thousand two hundred forty dollars), which is the price submitted by the Consultant in their proposals, which are attached hereto and made a part of this contract.

Payment to the Consultant will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work to be done or materials to be furnished, which, in the opinion of the City, represent a significant quantity, shall be authorized by a change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

ARTICLE 3 - PERSONNEL AND FACILITIES

The Consultant warrants that they have or will secure at their own expense, all personnel required to perform the services under this contract.

All personnel in the work shall be fully qualified.

The Consultant warrants that it is adequately qualified to perform this contract in accordance with the applicable laws of the City of Florence, the State of Alabama, and the United States.

ARTICLE 4 - CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. No services for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the City.

ARTICLE 5 - CANCELLATION

The City retains the right to cancel without cause upon thirty (30) calendar days' written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services. If the contract is cancelled, the Consultant will be paid for services rendered up to the end of the calendar month of cancellation, as mutually agreed upon by both parties.

ARTICLE 6 - TERMS AND CONDITIONS

In no event shall this contract constitute an employment Agreement, and the Consultant shall be considered only as an independent consultant and not employees, agents, partners, or joint venturers of the City.

The Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The second party shall not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The second party agrees to enroll in a designated employment eligibility verification system for the term of the contract. E-Verify is a free Internet-based system that is operated or authorized by the United States Department of Homeland Security, which allows employers to confirm the legal working status of newly-hired employees electronically. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, the second party shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts a requirement for the subcontractor to comply with these provisions.

The Consultant agrees to indemnify and save harmless the City from any claim, loss, action, or cause of action for damages, both property and personal, including death, which may arise from and during performance of professional services by the Consultant or anyone directly or indirectly employed by the Consultant.

All laws, rules, and regulations of the United States, the State of Alabama, and the City of Florence, as apply to the work to be performed hereunder, shall be complied with.

It is fully understood and agreed that the Consultant is an independent contractor and not an employee, agent, or representative of the City. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or

obligations are intended or created by this contract as to third parties not a signatory hereto.

The Consultant shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this _____ day of _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
Mayor

ATTEST:

_____
CITY CLERK-TREASURER

"CITY"

SOUTHERN ENVIRONMENTAL ENGINEERING, INC. a corporation

BY: _____

ATTEST:

ITS: _____

_____

"CONSULTANT"

SEE ENVIRONMENTAL
SOUTHERN ENVIRONMENTAL ENGINEERING

P.O. Box 3241
Florence, Alabama 35630
256.284.2043
www.see-env.com

September 23, 2025

City of Florence
Waste Water Treatment Plant
PO Box 1023
Florence, AL 35631
Attn: Mr. Darren Duncan

RE: **Proposal for NPDES Permit Renewal Sampling and Application Preparation**
City of Florence – Cypress Creek Wastewater Treatment Plant
SEE Proposal Number: 2025-9045

Dear Mr. Duncan:

Southern Environmental Engineering, Inc. (SEE) appreciates the opportunity to provide you with the following proposal for the above referenced services. We understand the City of Florence Wastewater Treatment Plant is seeking a proposal for the preparation of the individual NPDES permit renewal application. The following proposal was prepared based on your request and applicable EPA and ADEM regulations.

SCOPE OF WORK

- SEE will discuss with City of Florence representatives to review application forms and collect all necessary data for form completion and complete evaluation of sampling requirements.
- SEE will contact the ADEM project manager to discuss the proposed sampling plan to ensure concurrence with the plan.
- SEE will complete all required application forms. Based on our review of the facility's existing permit, application forms will include ADEM form 188, EPA Form 2A, EPA Form 2F and EPA Form 2S.
- SEE will collect both grab and composite samples from two stormwater outfalls.
- SEE will provide laboratory analysis for each outfall as outlined below. The proposed analysis includes the required analysis based on our review of the facility's existing NPDES permit. It assumes all optional parameters are believed to be absent from the discharge.

Required Analysis		
Analyte	**Outfall**	**Number of Analysis**
BOD	DSN011S (grab and composite)	2
COD	DSN011S (grab and composite)	2
TSS	DSN011S (grab and composite)	2
Total Phosphorus	DSN004S (composite only) and DSN011S (grab and composite)	3
TKN	DSN004S (composite only) and DSN011S (grab and composite)	3
Total Nitrogen	DSN004S (composite only) and DSN011S (grab and composite)	3
E-Coli	DSN011S (grab only)	1
CBOD5	DSN004S (composite only) and DSN011S (grab and composite)	3
Ammonia as N	DSN004S (composite only) and DSN011S (grab and composite)	3
Nitrite + Nitrate as N	DSN004S (composite only) and DSN011S (grab and composite)	3

- SEE will provide any additional analysis that is determined to be required per bullet 1 and 2 for an additional fee.

- SEE will submit all NPDES application forms in draft to the City of Florence for review. Upon approval, SEE will assist the City of Florence with submittal through ADEM's AEPACS submittal program.

COSTS

SEE proposes to provide the services described above for the lump sum cost of **$7,240.00** in accordance with the attached terms and conditions.

SEE appreciates this opportunity to present this proposal to you. If this proposal meets with your approval, please provide a PO referencing this proposal. If you have any questions, please do not hesitate to call me at 256-443-8306

Sincerely,

Eric Curtis

Eric Curtis
Vice President/Senior Project Manager

TERMS AND CONDITIONS – SOUTHERN ENVIRONMENTAL ENGINEERING, INC.

1. **SERVICES TO BE PROVIDED.** Southern Environmental Engineering, Inc. (SEE) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.
2. **PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate, including reasonable attorney's fees, if collected through an attorney. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

Either party may terminate this Agreement without cause upon 30 days written notice to the other party. In the event Client requests termination prior to completion, Client agrees to pay SEE for all costs incurred plus, reasonable charges associated with termination of the work.

3. **STANDARD OF CARE.** SEE will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROFESSION OR BY OUR ORAL OR WRITTEN REPORTS.**
4. **INSURANCE.** SEE maintains insurance coverage as follows:
   (a) Worker's Compensation insurance - statutory
   (b) Commercial General Liability Insurance - $2,000,000 per occurrence / $4,000,000 aggregate
   (c) Professional Errors & Omissions - $1,000,000 per claim / $1,000,000 aggregate
   (d) Automobile Liability Insurance - $2,000,000 combined single limit
   (e) Commercial Umbrella Insurance - $1,000,000
5. **SITE OPERATIONS:** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.
   SES's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. Our field personnel will avoid hazards or utilities which are viable to them at the site. If we are advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. SEE is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Except as a result of our sole negligence, Client, agrees to indemnify us from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom.
   We will take reasonable precautions to minimize damage to the property caused by our operations. Our fee does not include any cost of restoration due to any damage which may result. If Client desires us to repair such damages, we will comply and add the cost to our fee.
   Sample locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximates unless otherwise stated in our proposal or report.
6. **FIELD REPRESENTATIVE:** The presence of our field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor, not retained by us, be involved in the project, Client will advise contractor that our services do not include supervision or direction of the actual work of the contractor, his employees or agents, unless agreed upon previously. Client will also inform contractor that the presence of our field representative or observation or testing by us will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.
   If a contractor (other than a subcontractor to SEE) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the duty or right to stop the work of the contractor.
7. **UNFORESEEN CONDITIONS OR OCCURRENCES:** It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgement where risk to our personnel is involved. Possible actions could include:
   (a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in our sole judgment;
   (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
   (c) Terminate the service effective on the date specified by us in writing.
8. **SAMPLE DISPOSAL:** Test specimen or samples generally are consumed or substantially altered during testing and are disposed of immediately upon completion of tests. Samples and other specimens are disposed of 30 days after submission of our report by returning samples to Client, unless otherwise agreed upon in writing.
9. ***CLIENT DISCLOSURE:** Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition, known or that should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.
10. ***ENVIRONMENTAL INDEMNITY.** In connection with toxic or hazardous substances or constituents, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SEE from and against any and all claims and liabilities, unless caused by our sole negligence or willful acts, resulting from:
    (a) Client's violation of any federal, state or local statue, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents;
    (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substance or constituents found or identified at the site;
    (c) Toxic or hazardous substance or constituents introduced at the site by Client or third persons before or after the completion of services herein;
    (d) Allegations that SEE is a handler, generator, operator, treater or store, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

    If a third party brings suit or claim for damages against us alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend us and pay on our behalf any judgment resulting against us, including interest thereon, unless such damages are caused by our sole negligence.
11. ***EQUIPMENT CONTAMINATION.** We will endeavor to clean our laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples and to charge Client as described above. Client agrees to pay the fair market value of any such equipment.
12. **DOCUMENTS.** SEE will furnish to Client the agreed upon number of reports and supporting documents. These instruments of service are furnished for Client's use in connection with the project or work performed for in the Agreement. For any other purposes, all documents generated by us under this Agreement, shall remain the sole property of SEE.
    If Client desires to provide our report to a third party, we will agree provided Client obtains written acceptance from the third party to be bound by these terms and conditions.
    Client agrees that all documents furnished to Client or Client's agents or designers, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by SEE pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement without our written approval.
    Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain the property of the Client.
    The documents we furnish to Client are intended for Client's exclusive reliance and internal use and not for advertising or other type of general distribution or publication; Client agrees to obtain our written permission for any exception. Any unauthorized use or distribution shall be at Client's sole risk and without liability to SEE.
13. **DISPUTE RESOLUTION.** The parties agree to attempt to resolve any dispute without resort to litigation.
    MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and SEE agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
    ARBITRATION. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement involving an amount of less than $100,000, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above referenced rules.
    LITIGATION. In the event a claim is made for more than $100,000 and results in litigation, and the claimant fails to prevail, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.
14. **CONFIDENTIALITY.** SEE will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute or publish to any third party without prior permission from Client unless compelled by order of a court or regulatory body of competent jurisdiction.
15. **SEVERABILITY.** In the event that any provisions of this Agreement are found to be unenforceable, the other provisions shall remain in full force and effect.
16. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and SEE shall survive the completion of the services and the termination of this Agreement.
17. **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
18. **GOVERNING LAW.** This Agreement shall be governed in all respect by the laws of the State of Alabama.

*Applies only if toxic or hazardous substances or constituents are involved or encountered.